

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

D.A.N. JOINT VENTURE III, L.P., as Assignee)
of Bankruptcy Trustee Richard M. Fogel, the)
Chapter 7 Trustee for the Bankruptcy Estate of)
Debtor Nicholas S. Gouletas,)
)
Plaintiff,)
)
)
v.) No. 18-cv-00349
)
DOROTHEA TOURIS; STEVEN E. GOULETAS;)
NATEL MATSCHULAT; HOME BY INVESCO,)
INC.; 800 SOUTH WELLS PHASE II, LLC;)
PAUL JONES; JAMES PAUL; STUART T.)
ADLER, Individually and as Trustee of the Stuart)
T. Adler Revocable Family Trust; GEORGE)
STRAY; GEORGE SPANOS; WARADY &)
DAVIS, LLP; BEERMAN PRITIKIN)
MIRABELLI SWERDLOVE, LLP; SEG GARVEY)
LLC; NKM GARVEY LLC; IRENE GOULETAS;)
DESIREE WITTE; VICTORIA M. GOULETAS;)
ROSALIE GOULETAS; LOUIS GOULETAS;)
MICHAEL GOULETAS; BRITTANY)
GOULETAS; and DOE DEFENDANTS 1-10,)
)
Defendants.)

DEFENDANT WARADY & DAVIS, LLP'S ANSWER AND AFFIRMATIVE DEFENSE

NOW COMES the Defendant, WARADY & DAVIS, LLP (“Warady & Davis”), by and through its attorneys, Rolewick & Gutzke, P.C., and for its Answer to the Plaintiff’s Complaint, states as follows:

Summary of the Suit

1. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1.

2. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 2.

Jurisdiction and Venue

3. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 3.

4. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 4.

Parties

5. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 5.

6. Warady & Davis admits that it is a limited liability partnership with its principal place of business in Deerfield, Illinois. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the remainder of the allegations in Paragraph 6.

Facts

A. Background

7. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 7.

8. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 8.

9. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 9.

B. Numerous Judgments Are Entered against Gouletas

10. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 10.

11. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 11.

12. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 12.

13. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 13.

14. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 14.

15. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 15.

C. Citation Liens Are Entered against Gouletas Prohibiting Gouletas from Transferring His Assets

16. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 16.

17. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 17.

18. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 18.

D. In Violation of the Citation Lien, Gouletas Obtained and Cashed Numerous Cashier's Checks Issued to Himself

19. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 19.

E. The Touris Checking Account Scheme

20. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 20.

21. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 21.

22. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 22.

23. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 23.

24. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 24.

25. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 25.

26. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 26.

27. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 27.

28. Warady & Davis admits that Gouletas filed for bankruptcy in 2016. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the remainder of the allegations in Paragraph 28.

29. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 29.

F. The Garvey Court Scheme

30. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 30.

31. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 31.

32. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 32.

33. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 33.

G. The Matschulat-CIB Stock Scheme

34. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 34.

35. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 35.

36. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 36.

H. The HBI-Parking Lot Scheme

37. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 37.

38. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 38.

39. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 39.

40. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 40.

41. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 41.

42. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 42.

43. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 43.

44. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 44.

45. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 45.

46. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 46.

I. Gouletas Engaged in Additional Money Laundering Schemes

47. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 47.

J. The Contempt Proceedings against Gouletas

48. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 48.

49. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 49.

50. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 50.

K. The Bankruptcy Trustee Assigns the Litigation Claims and Alter-Ego Claims to DJV

51. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 51.

52. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 52.

53. Warady & Davis repeats its answers to all preceding and succeeding paragraphs.

Count One
(Avoidance of Fraudulent Transfers
Pursuant to 740 ILCS 160/5(a)(1))

54. Warady & Davis admits that 740 ILCS 160/5 provides in part what was quoted by the Plaintiff in Paragraph 54. To the extent that there are any remaining allegations in Paragraph 54, Warady & Davis denies the same.

55. Warady & Davis admits that it received a \$35,000.00 retainer from Gouletas or someone on Gouletas' behalf on or about January 21, 2015. Warady & Davis denies the remaining allegations contained in Paragraph 55.

56. Warady & Davis denies that the \$35,000.00 retainer it received was paid by Gouletas with actual intent to delay or default Gouletas' creditors. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 56.

57. Warady & Davis denies the allegations in Paragraph 57.

58. Warady & Davis denies the allegations in Paragraph 58.

59. Warady & Davis denies that it is liable to the Plaintiff. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 59.

Count Two
**(Avoidance of Fraudulent Transfers Pursuant to
740 ILCS 160/6(a) – Garvey Court Transfers)**

The allegations in this Count Two are not directed toward Warady & Davis, so Warady & Davis makes no answer to the allegations in this Count Two.

Count Three
**(Avoidance of Fraudulent Transfers Pursuant
to 740 ILCS 160/6(a) – Cash Transfers)**

68. Warady & Davis admits that 740 ILCS 160/6 provides in part what was quoted by the Plaintiff in Paragraph 68. To the extent that there are any remaining allegations in Paragraph 68, Warady & Davis denies the same.

69. Warady & Davis admits that it received a \$35,000.00 retainer from Gouletas or someone on Gouletas' behalf on or about January 21, 2015. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 69.

70. Warady & Davis denies the allegations in Paragraph 70.

71. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 71.

72. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 72.

73. Warady & Davis denies the allegations in Paragraph 73.

74. Warady & Davis denies that it is liable to the Plaintiff. Warady & Davis states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 74.

Count Four
(Civil Conspiracy to Commit Fraud)

The allegations in this Count Four are not directed toward Warady & Davis, so Warady & Davis makes no answer to the allegations in this Count Four.

Count Five
(Aiding and Abetting Fraud)

The allegations in this Count Five are not directed toward Warady & Davis, so Warady & Davis makes no answer to the allegations in this Count Five.

Count Six
**(Tortious Interference with Expectancy of
Collection upon Judgments against Gouletas)**

The allegations in this Count Six are not directed toward Warady & Davis, so Warady & Davis makes no answer to the allegations in this Count Six.

Count Seven
**(Reimbursement of Funds Owed to Gouletas Prior
to the Time That He Filed for Bankruptcy)**

The allegations in this Count Seven are not directed toward Warady & Davis, so Warady & Davis makes no answer to the allegations in this Count Seven.

AFFIRMATIVE DEFENSE

Warady & Davis, LLP (“Warady & Davis”), received a \$35,000.00 retainer from Nicholas S. Gouletas (“Gouletas”) or someone on Gouletas’ behalf on or about January 21, 2015. The retainer funds were taken by Warady & Davis in good faith. Thereafter, Warady & Davis

provided accounting services for Gouletas, thereby providing reasonably equivalent value for all amounts invoiced for such accounting services.

PRAYER

WHEREFORE, Warady & Davis respectfully requests:

- (1) that the Court enter judgment in Warady & Davis' favor on all claims directed at Warady & Davis; and
- (2) that the Court grant Warady & Davis its court costs and such other and further relief as to which Warady & Davis may be entitled.

Dated: February 12, 2018

Respectfully Submitted,

WARADY & DAVIS, LLP

By: /s/ Ryan A. Biller
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